

10/21/14

## CONTRACT

Kind of Work Rout and Seal HMA Pavement in Woodbury County Miles \_\_\_\_\_  
 Project No. HMA Rout and Seal 2014 County Woodbury

THIS AGREEMENT made and entered by and between Woodbury County, Iowa, by its Board of Supervisors consisting of the following members: George W. Boykin, Mark Monson, Larry Clausen,

Jaclyn Smith, and David Tripp \_\_\_\_\_, Contracting Authority, and

Sioux Commercial Sweeping Inc. of Sioux Center, Iowa \_\_\_\_\_, Contractor.

WITNESSETH: That the Contractor, for and in consideration of \_\_\_\_\_

Seventeen Thousand One Hundred Five and 00/100

(\$17,105.00)

payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the notice to bidders, the various items of work as follows:

| Item No.   | Item                       | Quantity    | Unit Price  | Amount             |
|--|----------------------------|-------------|-------------|--------------------|
| PCC Patching at various locations in Woodbury County |                            | Group 1     |             |                    |
| 1.   | Rout and Seal HMA Pavement | 19,000 L.F. | \$ 0.795    | \$15,105.00        |
| 2.   | Mobilization               | 1 L.S.      | \$ 1,000.00 | \$1,000.00         |
| 3.   | Traffic Control            | 1 L.S.      | \$ 1,000.00 | \$1,000.00         |
| <b>TOTAL BID</b>                                     |                            |             |             | <b>\$17,105.00</b> |

Said specifications and plans are hereby made part of and the basis of this agreement, and a true copy of said plans and specifications are now on file in the office of the County Engineer under date of \_\_\_\_\_, 2014.

That in consideration of the foregoing, the Contracting Authority hereby agrees to pay the Contractor, promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications.

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. HMA Rout and Seal 2014 in Woodbury County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties hereto.

That it is further understood and agreed by the parties of this contract that the above work shall be commenced and completed on or before \_\_\_\_\_

| Approximate Starting Date | Specified Starting Date | Late Start Date   | Number of Working Days |
|---------------------------|-------------------------|-------------------|------------------------|
|                           |                         | November 03, 2014 | 20                     |

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto.

It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine, and render judgment as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Contractor: Sioux Commercial Sweeping Inc.

Contracting Authority: Woodbury County, Iowa

By [Signature] \_\_\_\_\_

By [Signature] \_\_\_\_\_  
 George W. Boykin Chairman

Date 10/20/14

Date 10/21/14





## Iowa Department of Transportation

## CONTRACTOR'S BOND

Bond Number: SY78915

Proposal I.D.: \_\_\_\_\_

County: WoodburyKNOW ALL PERSONS BY THESE PRESENTS: That we, Sioux Commercial Sweeping, Inc.of Sioux Center, IA (hereinafter called the Principal) and IMT Insurance Companyof 4445 Corporate Drive, West Des Moines, IA 50266 (hereinafter called the Surety) are held and firmly bound unto the Woodbury County (hereinafter called the Contracting Authority) Iowa, in the penal sum\*(Iowa DOT, County, or City name, etc.) of Seventeen Thousand One Hundred Five and No/100 dollars (\$ 17,105.00), lawful money of the United States, to the payment of which sum, well and truly to be made, we bind ourselves, our executors, administrators, successors, and assigns jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas the above bounden Principal did on

the \_\_\_\_\_ day of October, 2014 enter into a written contract with the Contracting Authority to perform Rout and Seal HMA Pavement at Various Locations in Woodbury County

Copy of which contract, together with all of its terms, covenants, conditions, and stipulations, is incorporated herein and made a part hereof as fully and completely as if said contract were recited at length; and whereas, the principal and sureties on this bond hereby agree to pay all persons, firms, or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, when the same are not satisfied out of the portion of the contract price which the public corporation is required to retain until completion of the public improvements, but the principal and sureties shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law.

Now, if the principal shall in all respects fulfill his said contract according to the terms and tenor thereof, and shall satisfy all claims and demands incurred for the same, and shall fully indemnify and save harmless the Contracting Authority from all costs and damages which it may suffer by reason of failure to do so and shall fully reimburse and repay the Contracting Authority all outlays and expense which it may incur in making good any such default, then the obligation is to be void and of no effect; otherwise to remain in full force and effect. Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

1. To any extension of time to the contractor in which to perform the contract.
2. That the bond shall remain in full force and effect until the contract is completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the contractor.
3. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than 20 percent of the total contract price, and shall then be released only as to such excess increase.
4. That no provision of this bond or of any other contract shall be valid which limits to less than five years from the completion of the contract the right to sue on this bond for defects in work quality or material not discovered or known to the Contracting Authority at the time such work is accepted.

This bond is to be considered a performance bond and secures the Contracting Authority the right to recover from the contractor on account of material or labor entered into the work or work performed not in accordance with the contract, specifications, or plans. The contractor does not by this obligation guarantee to maintain the work for five years.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of October, 2014.

By: \_\_\_\_\_ Principal

Title \_\_\_\_\_

By: \_\_\_\_\_ Surety

Title \_\_\_\_\_

Address: \_\_\_\_\_

Sioux Commercial Sweeping, Inc.

By: \_\_\_\_\_ Principal

Title \_\_\_\_\_

IMT Insurance Company

By: \_\_\_\_\_ Surety

Doug Van Bruggen, Attorney-in-factAddress: 4445 Corporate Drive  
West Des Moines, IA 50266

For contracts where a County Board of Supervisors is the Contracting Authority:

This bond approved by the Woodbury County, this 21 day of October, 2014  
(Board of Supervisors of)  
George W. Dyer  
Chairperson (Signature)

For contracts where the DOT nor a County Board of Supervisors is the Contracting Authority:

This bond approved by the \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_  
(Contracting Authority)  
\_\_\_\_\_  
Title/Signature

## DISCLOSURE STATEMENT FOR CONTRACTOR'S PERFORMANCE BONDS

The information requested will be used by the Iowa Department of Transportation to determine if a contractor/vendor is bonded in accord with the requirements established by the contracting authority. This secures the IDOT and/or the State of Iowa the right to recover from the contractor/vendor if material or labor entered into the work performed is not in accord with the contract, specifications, or plans. Persons outside the Department may occasionally request this information. Failure to provide all required information will result in denial of the award of the contract.





INSURANCE

POWER OF ATTORNEY

No. 78916

**Notice: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.**

Know All Persons By These Presents, that IMT Insurance Company a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of West Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

**Doug Van Bruggen, Brian Van Bruggen and Brad Van Bruggen**

of Sioux Center and State of Iowa its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**One Million and No/100 (\$1,000,000.00) Dollars**

and to bind IMT Insurance Company thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of IMT Insurance Company, and all such acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of IMT Insurance Company on December 18, 1998.

ARTICLE VIII, SECTION 4. - The President or any Vice President or Secretary shall have the authority to appoint Attorneys In Fact and to authorize them to execute on behalf of the Company, and attach thereto the Corporate Seal, bonds, undertakings, recognizances, contracts of indemnity or other obligatory writings, excluding insurance policies and endorsements.

ARTICLE VIII, SECTION 5. - The signature of any authorized officer and the Corporate Seal may be affixed by facsimile to any Power of Attorney authorizing the execution and delivery of any of the instruments described in Article VIII, Section 4 of the By-Laws. Such facsimile signature and seal shall have the same force and effect as though manually affixed.

In Witness Whereof, IMT Insurance Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 2nd day of May, 2014.

IMT Insurance Company

*Richard Keith*  
Richard Keith, President

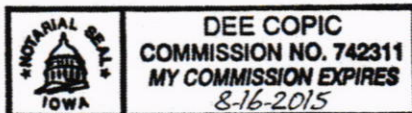
**WARNING: THIS POWER IS INVALID IF NOT PRINTED WITH RED BORDER AND RED LOGO.**

STATE OF IOWA  
COUNTY OF POLK

ss:

On this 2nd day of May, 2014, before me appeared Richard Keith, to me personally known, who being by me duly sworn did say that he is President of the IMT Insurance Company, the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of West Des Moines, Iowa, the day and year first above written.



*Dee Copic*

Notary Public, Polk County, Iowa

CERTIFICATE

I, Dalene Holland, Secretary of the IMT Insurance Company do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY, executed by said the IMT Insurance Company, which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Company on October day of 2014.

*Dalene Holland*

Dalene Holland, Secretary